A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT TO REHABILITATE PROPERTY LOCATED AT 601 55<sup>TH</sup> TERRACE DRIVE IN THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 8837 (adopted by the City Council on July 27, 2015) certain property owned by Curtis McIvor and located at 601 55<sup>th</sup> Terrace Drive was condemned; and

WHEREAS, Nicole R. McIvor, as the Fiduciary of the Estate of Curtis O. McIvor pursuant to Pulaski County Circuit Court Case No. 60PR-08-1913, has requested a period of time to rehabilitate the property and has agreed to enter into an Agreement to Rehabilitate Property, estimated costs for rehabilitation of the structure; and agreed to tender an escrow in the amount of \$6,350.00 (see rehabilitation agreement attached as Exhibit "A"); and

WHEREAS, it is in the City's best interests that Nicole R. McIvor be afforded a certain period of time to effect rehabilitation of the property located at 601 55<sup>th</sup> Terrace Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Agreement (substantially similar to Exhibit "A" attached hereto and incorporated herein) with Nicole R. McIvor, as the Fiduciary of the Estate of Curtis O. McIvor, to rehabilitate certain property located at 601 55<sup>th</sup> Terrace Drive, and more particularly described as follows:

Lot 7, Block 1, Bradford Place Subdivision in the City of North Little Rock, Pulaski County, Arkansas (Parcel No. 33N039000700).

SECTION 2: That an escrow of \$6,350.00 shall be tendered to the City of North Little Rock by Nicole R. McIvor, representing an estimate of the cost to raze the nuisance structures on the subject property in the event of default on the Agreement herein.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:	APPROVED:	
	Mayor Joe A. Smith	

SPONSOR:	ATTEST:
Alderman Steve Baxter & Al	Diane Whitbey, City Clerk
APPROVED AS TO FORM:  C. Jason Carter, City Attorney	

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

P.M.

By Cath A.M.

DATE 2 16-16

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY Manholes

## AGREEMENT TO REHABILITATE PROPERTY

On this  $\cancel{\mathbb{D}}$  day of February, 2016, the City of North Little Rock (hereinafter the "City") and NICOLE R MCIVOR as the Fiduciary of the Estate of Curtis O McIvor pursuant to 60PR-08-1913 (hereinafter "OWNER") enter into this Agreement to Rehabilitate Property (hereinafter the "Agreement") regarding real property located at the address commonly known as 601 55<sup>TH</sup> Street (hereinafter the "Subject Property") subject to the terms and conditions stated herein.

#### RECITALS

WHEREAS, the North Little Rock City Council considers the buildings, houses and other structures located at or on the Subject Property to constitute a public nuisance and declaring that said structures must be repaired in strict accordance with this Agreement or completely razed or removed within the timeframe provided in this Agreement in order to abate the nuisance; and

WHEREAS, the Owner has appeared before the City claiming to hold legal ownership of the Subject Property as well as all rights in the property necessary to construct, repair, or raze any and all structures on the property without further approval of any third party; and

WHEREAS, the Owner desires to cause repairs to the nuisance structures on the Subject Property, in lieu of razing or removing such structures, so that the structures will cease to be a nuisance and will otherwise conform to all requirements of the current Arkansas Fire Prevention Code and the North Little Rock Property Maintenance Code (hereinafter "Applicable Safety Regulations"); and

WHEREAS, the Owner has presented a feasible financial plan (attached hereto as Exhibit A) and a feasible construction plan (attached hereto as Exhibit B) to repair the nuisance structures on the Subject Property according to a strict timeline, and the willingness to immediately cooperate in the removal or razing of such structures should timely repair prove to be impossible, impractical or otherwise fail to occur; and

WHEREAS, the City has relied on representations by the Owner to forego the immediate razing of the nuisance structures and demands adequate assurances on the part of the Owner that the nuisance structures shall be repaired to become fully compliant with the law.

**NOW, THEREFORE,** for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Agreement Contingent on City Council Approval</u>. This Agreement is contingent upon the approval or adoption of this Agreement by Resolution of the North Little Rock City Council (hereinafter the "City Council"). All dates in this Agreement shall run from the date that the City Council approves or adopts this Agreement or the date signed by Owner, whichever is later, which shall be referred to herein as the "Effective Date."

- 2. Escrow. Within five (5) business days of approval of this Agreement by the City Council, the Owner shall deliver to the North Little Rock Director of Code Enforcement, a cashier's check, or the equivalent, in the amount of \$6,350.00 ("Escrow"), such amount not exceeding a good faith estimate of the cost to raze the nuisance structures on the Subject Property, to be held by the City to assure performance by the Owner. Upon the Owner's timely and proper completion of all obligations under this Agreement, the City shall return the Escrow to the Owner, less any unpaid obligations owed to the City by the Owner which relate to the Subject Property, including without limitation: unpaid fees, administrative penalties, fines, and court costs. If necessary, the City may liquidate the Escrow to offset any and all actual costs directly attributable to the razing and removal of nuisance structures on the Subject Property ("Cost of Abatement"). If the Escrow exceeds the Cost of Abatement, all excess funds shall be returned to the Owner. If the Escrow is insufficient to pay for the Cost of Abatement, the Owner shall remain personally liable for the deficiency.
- 3. <u>Issuance of Building Permit</u>. Upon the Effective Date of this Agreement and request of the Owner, the City shall issue the Owner a building permit authorizing work on the Subject Property which shall be subject to the same costs, inspections, and approvals of all other building permits issued by the City. Neither the Building Permit, nor this Agreement, nor any provision found within either, the Building Permit or this Agreement shall be deemed to waive any requirement to fully comply with Applicable Safety Regulations. The Owner is hereby advised that the Applicable Safety Regulations are available for inspection at the Office of the North Little Rock City Clerk. As stated in paragraph 11, this Agreement is subject to appeal. If the Owner appeals this Agreement, the Building Permit shall immediately be suspended pending judicial review.
- 4. <u>Mandatory Time Benchmarks</u>. Due to the determination that the Subject Property constitutes a continuing nuisance, the owner is required to proceed continuously and expeditiously with repairs and construction that will abate the nuisance and otherwise cause the Subject Property to conform with the Applicable Regulations. The mandatory time benchmarks that are described below indicate the *minimum* level of performance required by the Owner to abate the nuisance. Any failure to meet any benchmark will result in the immediate razing of the nuisance structure without further notice or hearing. The Owner agrees to complete repair and construction as stated below:
- a. Sealing the Structure. Within forty-five (45) days of the Effective Date of this Agreement, the Owner shall have sufficiently proceeded with construction so that it is sealed from the elements and unauthorized traffic. For purposes of this Agreement, "sealed from the elements and unauthorized traffic" means that: (1) all walls have been properly raised and covered with material that prevents outside access to the interior of the structure and otherwise complies with Applicable Regulations; (2) all windows or window openings are covered; (3) all exterior doors are installed and comply with the Applicable Regulations; and (4) the roof is completely installed with shingles or other material that is suitable under the Applicable Regulations as a final covering. If the Owner fails to meet this deadline, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.
- b. Rough-In. Within ninety (90) days of the Effective Date of this Agreement, the Owner shall have sufficiently proceeded with construction to pass Rough-In inspection. For purposes of this Agreement, "Rough-In" means that all equipment, fixtures, or materials of any type which

support any structural, mechanical, plumbing, gas or electrical system or service that is located, or to be located, within the walls, beneath the floor, or above the ceiling has been properly installed in accordance with the Applicable Regulations. This deadline shall be extended one (1) day for each day after the Owner has submitted a written request for a Rough-In inspection and the date the inspection actually occurs. This deadline may also be extended by up to ten (10) days if the Building Inspector, in his sole discretion, determines that the Owner has made reasonable efforts to meet this deadline and failed inspection due to a minor infraction. If the Owner fails to meet this deadline after all permitted extensions have expired, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.

- c. Exterior Covering and Windows. Within one hundred thirty-five (135) days of the Effective Date of this Agreement, the Owner shall have installed, or caused to be installed, all exterior covering and windows must be in accordance with the Applicable Regulations. If the Owner fails to meet this deadline, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.
- d. Certificate of Occupancy. Within one hundred eighty (180) days of the Effective Date of this Agreement, the structure must qualify for a certificate of occupancy. This deadline shall be extended one (1) day for each day after the Owner has submitted a written request for a final inspection and the date the final inspection actually occurs. This deadline may also be extended by up to ten (10) days if the Building Inspector, in his sole discretion, determines that the Owner has made reasonable efforts to meet this deadline and failed inspection due to a minor infraction. If the Owner meets this deadline, the City shall return any and all Council shall pass a resolution declaring the Property to no longer be a nuisance (thus "un-condemning" the Subject Property). If the Owner fails to meet this deadline after all permitted extensions have expired, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.
- 5. Adverse Weather Delays. The Owner may claim additional time to meet the deadlines described in paragraph 4 based upon any continuous period of delay based upon adverse weather. Such claim shall be: (a) in written form; (b) submitted to the Building Inspector within five (5) days of the end of the period of adverse weather claimed; (c) supported by data substantiating that weather conditions were abnormal for the period of time; and (d) supported by evidence substantiating that the weather conditions had an adverse effect on the scheduled construction or repair of the nuisance structures on the Subject Property. For purposes of this Agreement, weather conditions may be considered abnormal for a period of time when the precipitation is twenty percent (20%) greater than a ten (10) year historic average for the same period of time during previous years or when a catastrophic weather or environmental event has occurred, such as a tornado, earthquake, or 100 year flood. The Building Inspector shall render initial determinations on claims for adverse weather delays which may be appealed in accordance with Article 19 of the North Little Rock Zoning Ordinance.
- 6. <u>Delays for Appeals</u>. The Owner may claim additional time to meet the deadlines described in paragraph 4 based upon any continuous period of delay resulting from administrative or quasijudicial appeal. Such claim shall be: (a) in written form; (b) submitted to the Building Inspector within five (5) days of the end of the period of appeal claimed; (c) supported by evidence substantiating that the appeal had an adverse effect on the scheduled construction or repair of the nuisance structures on the Subject Property. The Building Inspector shall render initial determinations on claims for appeal delays which may be appealed in accordance with Article 19 of the North Little Rock Zoning Ordinance.

- 7. <u>Time is of the Essence</u>. All times and deadlines and permitted extensions indicated herein form a material basis of this agreement and may only be waived in writing signed by both parties. Any failure to timely enforce a deadline shall not be construed to waive that, or any other, deadline.
- 8. <u>Term and Termination</u>. This Agreement shall be effective from and after the Effective Date and continue in force until one of the following events occurs:
- a. The City has issued the Owner a certificate of occupancy for the Subject Property and all Escrow funds to which the Owner is entitled have been returned to the Owner by the City; or
  - b. The Subject Property has been razed and all debris has been removed, and
    - (1) Any excess Escrow funds to which the Owner is entitled have been returned to the Owner by the City; or
    - (2) If the Cost of Abatement incurred by the City exceeds the Escrow, the Owner has paid the City the difference between the Cost of Abatement and the Escrow.
- 9. <u>Waiver</u>. By executing this Agreement, the Owner hereby enters his appearance before the City Council in relation to all administrative or quasi-judicial proceedings pertaining to the Subject Property waiving all form, content and method of service of all notices and proceedings concerning the Subject Property which have been, are now, or will be before the City Council prior to or during the duration of this Agreement. The Owner acknowledges and knowingly accepts responsibility to be vigilant and aware of all City actions regarding the Subject Property throughout the duration of this Agreement which are publicly available at the following City offices: Code Enforcement, Community Planning, the Fire Department, and the City Clerk.
- 10. <u>Hold Harmless</u>. The Owner affirmatively states that he or she is the true owner of the Subject Property and all structures on the Subject Property where the work is to be performed, or that he or she acts with properly delegated authority from such true owner. The Owner agrees to indemnify, defend, and hold harmless the City from all claims by any person or entity claiming to be the true owner of the property and asserting any claim based in any part upon the same subject as this Agreement.
- 11. <u>Conditional Approval</u>. The approval of this Agreement by the City Council of North Little Rock constitutes a quasi-judicial determination by City Council to grant conditional approval and partial relief to the owner of a public nuisance. The Owner acknowledges that by entering this Agreement, certain facts and findings are established relating to the nature of the Subject Property as a public nuisance and that those facts and findings may be detrimental to the Owner. If the Owner contests any fact or finding established by this Agreement, or all of them, the Owner is authorized by law to appeal this Agreement to a court of law in accordance with the Arkansas rules governing appeals from District Courts.
- 12. <u>Merger</u>. This document represents the entire agreement between the parties and incorporates all prior discussions and agreements. This document is *not* an agreement with any other governmental entity or waiver of any applicable federal, state, or county regulation.

- 13. <u>Severability</u>. The sections, subsections, sentences and words within this Agreement are declared to be severable and if any sections, subsections, sentences and words found herein is declared to be invalid or unconstitutional, the remainder of the Agreement shall be unaffected.
- 14. <u>Worker Certification</u>. The Owner hereby warrants that all persons performing work on the Subject Property shall be licensed and permitted as required by law.
- 15. <u>Transfer of Subject Property</u>. The Owner shall not cause or allow the Subject Property to be transferred through act or omission without prior notice to the City.
- 16. <u>Binding Agreement</u>. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assignees.
- 17. <u>Enforcement of Debt</u>. The Owner shall be and remain liable for any amounts due the City under this Agreement as well as all legal and court fees related to the collection of the same.
- 18. <u>Authority</u>. The parties executing this Agreement below represent and warrant that they have the full and complete legal authority to act on behalf of the City and Owner and that the provisions herein constitute valid, enforceable obligations of each.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date indicated.

For	
CITY OF NORTH LITTLE ROCK	For
Date:	NICOLE R MCIVOR as the Fiduciary of the Estate of Curtis O McIvor
By:	Date: 2.10.2016  Micole R MSChor  NICOLE R MCIVOR
Attest: Diane Whitbey, City Clerk	WITNESS:
	*No. 12366181: *  No. 12366181: *  Bulletin Public - ARKANINI

FILEO 11/20/2008 13: 12:55
Pat O'Brien Pulaski Circuit Clerk
CR2 By

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS PROBATE DIVISION

	19	
IN THE MATTER OF THE ESTATE:	DIVISION	PROBATE NO.
	DOT OO	00 101-
Curtis O. McIvorde	C'D. PSE 201	1913
AFFIDAVIT FOR COLLECTION		9
Comes Nicok R MC	Tior	and
and for the purpose of dispensing with admi	inistration on the estate	of Curtis MCJVON
deceased (the "Decedent"), state on oath: .	1101 0	7()
The Decedent CLV45	NCIVOL, aged	who resided at MOI W.
about the 3 day of October	as, died at Certrol F	eition for the appointment of a
personal representative for Decedent's estat	re is pending or has bee	en granted.
2 More than forty-five (45) da	vs have elapsed since the	he death of the Decedent.
The value: less encumbrance	es, of all property owner	ed by the Decedent at the time
of death, excluding the homestead of and st	atutory allowances for	the benefit of the widow or
minor children if any of the Decedent, doe	s not exceed \$100,000	.00.
4. There are no unpaid claims of estate, and the Department of Human Servi	or demands against the	al or state benefits to the
Decedent (or, that if such benefits have bee	n furnished, the Depart	tment of Human Services has
heen reimbursed in accordance with state a	nd federal laws and reg	gulations).
5 An itemized description and	separate valuation of o	each item of property of the
decedent, including homestead, if any; and	the names and address	es of persons having possession
thereof, are as follows:	•	
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Details of Encumbrances If Any	Encumbrances	*
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by Commission Expires 03-19-2015

STATE OF ARKANSA

PERMANENT BLACK INK. SEE INSTRUCTIONS

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# ARKANSAS DEPARTMENT OF HEALTH Vital Records CERTIFICATE OF DEATH

1000	CERTIFICATE		DATE OF DEATH (NOD 9/11)	36. TIME OF DEATH
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entral Arkansas Veterans He 5. FATHER'S NAME (FIRE MODE) LAW)	althcare System	Little Rock 14. MOTHER'S NAME PRIOR TO FIR	ST MARRIAGE (FVII, Middle, Las	72205
Nolen McIvor	15b. RELATIONSHIP TO DECEDENT 1	Viola West Sc. Mailing Address (Number and Stee	(or PO Box, City, State, Zip Code)	72114
Nicole McIvor	Daughter	2600 John Ashl	ey Dr.E-11	1 NLR Ar
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(disease or lineary that invisated the events resulting in death) LAST. d	the second of the second	A 100	IA. WAS AN AUTOPSY PERFO	DRMED?
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22. MANNER OF DEATH 12 Natural 3	Accident Suicide H	omicide Dending Investigat	ion Could not be d	etermined
23. DID TOBACCO USE CONTRIBUTE TO DEATH?		Not pregnant, but pregnant within 42 day Not pregnant, but pregnant 43 days to 1	The second secon	wn if pregnant within last year
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28a. CERTIFIER (Check only one):    Certifying Physicist To the best of my known   Provisioning & Certifying Physicist To the best of examinate   Medical Examiner - On the bests of examination, and/or   Hospice Registered Nurse - To the best of hy  SIGNATURE	ast of my knowledge, death occurred at the time on, and/or investigation, in my opinion, death oo, investigation, in my opinion, death occurred at knowledge, death occurred due to the cause(s)	curred at the time, data, and place, and the time, date, and place, and due to the		or staind.  (NoOpyr)
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Non-art I amai dan day	ULLE ASIES VV /III SIESE			F 80 3 22 407
Nancy Karol Anderson, I	Z.M. Ba	air tres	276. FOR REGIS	HAGONY DATE FILED

SEAL E ROCK AND W

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THE ARKANSAS DEPARTMENT OF HEALTH.

Michael A. Adams
State Registrar

OCT 0 9 2008

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS WARNING: EMBOSSED SEAL OF THE ARKANSAS DEPARTMENT OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

1729587



#### **Urban Contractors**

### 11419 Stagecoach Rd Ste 2500 Little Rock, AR 72210

Subject property. 601 West 55th St North little Rock AR 72118

Proposal Submitted to: / Bill Brown City Attorney NLR/Code Enforcer Ms McHenry

Date WED October 26<sup>th</sup> 2015

## Remodel Scope of Work

Demo \$1000 to \$2000

Framing \$4000

Windows \$450 labor \$1000 Materials

Rough Electrical & Finish Electrical \$2000

Plumbing \$2000

Hvac\$500

Insulation \$1000

Hang & Finish Sheetrock 130 sheets \$5.00 sheet \$650 finish \$1000 Labor Materials \$1000

Install Trim & Interior doors \$700 materials, labor \$650

Paint Walls & Trim \$1000

Install new cabinets in kitchen\$1700

Vanities for bath \$ 300

Install Granite Tops \$ 750 material \$350 install

Install New Ceramic Tile, Bath floor, & Shower \$1500 labor material

Light Fixtures \$500

Exterior Stucco \$3000 to \$3500 / Replace damaged siding \$1200

Paint Exterior siding \$2750

Install Laminate wood flooring \$1100 material Labor \$700

Roofing: 10sq \$700material, labor 700

Miscellaneous: Dumpster, Deodorizing structure, Final Clean dump fees \$750

Total Labor & Materials \$ 30,300 with repairing existing siding

Adjustments Base service Charges Contractor Fees \$0

First Draw \$0

Owner Cody York Urban Contractors

Proposal written by Kawaun Watson Date Cell# 501-413-9730

